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9  
 10 IN THE UNITED STATES DISTRICT COURT  
 11 FOR THE DISTRICT OF OREGON  
 12 PORTLAND DIVISION

13 EQUAL EMPLOYMENT OPPORTUNITY  
14 COMMISSION,

15 Plaintiff

16 v.

17 CAMPUSPOINT CORPORATION. AND  
18 VIEWPOINT, INC.

19 Defendants.

CIVIL ACTION NO.

**COMPLAINT**

JURY TRIAL DEMAND

20 NATURE OF THE ACTION

21 This is an action under Title I of the Americans with Disabilities Act, as amended by the  
 22 ADA Amendments Act of 2008, 42 U.S.C. § 12101 *et. seq.*, (ADA) to correct unlawful employment  
 23 practices on the basis of disability and to provide appropriate relief to Indigo Matthew who was  
 24 adversely affected by such practices. The Equal Employment Opportunity Commission (EEOC)  
 25 alleges that CampusPoint Corporation (CampusPoint), and Viewpoint, Inc. (Viewpoint),  
 26 (collectively, Defendants), acting as joint employers, violated the ADA when they: (1) denied  
 27 employment opportunities to Indigo Matthew, including the opportunity to interview for and be  
 28 hired into a Product and Pricing Analyst position at Viewpoint; (2) failed to hire Matthew to work at

1 Viewpoint because of his disability; and (3) failed to provide reasonable accommodations that would  
2 have enabled him to interview for the Product and Pricing Analyst position and, ultimately, to work  
3 in that role.

#### 4 JURISDICTION AND VENUE

5 1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343  
6 and 1345. This action is authorized and instituted pursuant to Section 107(a) of the Americans with  
7 Disabilities Act of 1990 (ADA), 42 U.S.C. § 12117(a), which incorporates by reference Sections  
8 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-5(f)(1) and (3)  
9 ("Title VII"), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

10 2. Defendants committed the alleged unlawful employment practices in Portland,  
11 Oregon which is within the jurisdiction of the United States District Court for the District of Oregon.

#### 12 PARTIES

13 3. Plaintiff, U.S. the Equal Employment Opportunity Commission (the Commission or  
14 EEOC), is the agency of the United States of America charged with the administration, interpretation  
15 and enforcement of Title I of the ADA and is expressly authorized to bring this action by Section  
16 107(a) of the ADA, 42 U.S.C. § 12117(a), which incorporates by reference Sections 706(f)(1) and  
17 (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and (3).

18 4. At all relevant times, Defendant, Viewpoint, Inc. has been a Delaware corporation  
19 continuously doing business in the City of Portland, Oregon and employing at least fifteen (15)  
20 employees.

21 5. At all relevant times, Defendant, CampusPoint Corporation, has been a Washington  
22 corporation, registered with the State of Oregon, continuously doing business in the City of Portland,  
23 Oregon and employing at least fifteen (15).

24 6. At all relevant times, CampusPoint and Viewpoint operated as joint employers with  
25 regard to individuals who CampusPoint hired onto its payroll and placed at Viewpoint to provide  
26 services.

27 7. At all relevant times, Defendants have continuously been employers engaged in an  
28 industry affecting commerce under Section 101(5) of the ADA, 42 U.S.C. § 12111(5), and Section

1 101(7) of the ADA, 42 U.S.C. § 12111(7), which incorporates by reference Sections 701(g) and (h)  
 2 of Title VII, 42 U.S.C. §§ 2000e(g) and (h).

3 8. At all relevant times, Defendants been covered entities under Section 101(2) of the  
 4 ADA, 42 U.S.C. § 12111(2).

5 9. At all relevant times, Defendant CampusPoint Corporation has been a staffing agency  
 6 that has recruited individuals to provide services for covered entities under the ADA, including  
 7 Defendant Viewpoint.

8 10. At all relevant times, both CampusPoint and Viewpoint controlled the terms and  
 9 conditions of CampusPoint employees placed to work at Viewpoint, including, without limitation:

- 10 a. Viewpoint informed CampusPoint about vacancies it wanted to fill and controlled the  
 11 necessary qualifications for the position.
- 12 b. CampusPoint posted vacancy announcements for Viewpoint positions, then recruited,  
 13 screened, interviewed and recommended potential candidates to Viewpoint.
- 14 c. Viewpoint controlled whether to select or reject applicants. When Viewpoint selected  
 15 applicants for its vacancies, CampusPoint hired them and placed them on the  
 16 CampusPoint payroll.
- 17 d. Selectees worked at the Viewpoint facility and Viewpoint supplied equipment needed  
 18 to perform the work, controlled the work location, scope of worker responsibilities  
 19 during the placement, whether to hire a worker away from CampusPoint to become a  
 20 Viewpoint employee and whether to terminate a worker's employment if Viewpoint  
 21 was dissatisfied with their services.
- 22 e. Viewpoint approved worker timecards and invoiced CampusPoint for work  
 23 performed.
- 24 f. CampusPoint controlled the payroll and paychecks for workers placed at Viewpoint.

25 11. All of the acts and failures to act alleged herein were duly performed by and are  
 26 attributable to both CampusPoint and Viewpoint. Each Defendant participated in, approved and/or  
 27 ratified the unlawful acts and omissions by the other Defendant. Said acts and failures to act were  
 28 within the scope of their agency and/or employment, and whenever or wherever reference is made in

1 this Complaint to any act by a Defendant or Defendants, such allegations and references shall also be  
 2 deemed to mean the acts, omissions and failures to act of each Defendant acting individually, jointly,  
 3 and/or severally.

#### 4 ADMINISTRATIVE PROCEDURES

5 12. More than thirty (30) days prior to the institution of this lawsuit, Charging Party  
 6 Indigo Matthew filed a charge of discrimination against Defendant CampusPoint with the EEOC  
 7 alleging that CampusPoint discriminated against him in violation of Title I of the ADA.

8 13. More than thirty (30) days prior to the institution of this lawsuit, Charging Party  
 9 Indigo Matthew filed a charge of discrimination against Defendant Viewpoint with the EEOC  
 10 alleging that Viewpoint discriminated against him in violation of Title I of the ADA.

11 14. The Commission provided Defendants notice of the charges of discrimination.

12 15. By letters dated April 22, 2021, the Commission issued to Defendants  
 13 Determinations finding reasonable cause to believe that Defendants violated Title I of the ADA and  
 14 inviting Defendants to join with the Commission in informal methods of conciliation to endeavor to  
 15 eliminate the discriminatory practices and provide appropriate relief.

16 16. The Commission communicated with Defendants to provide Defendants the  
 17 opportunity to remedy the discriminatory practices described in the Determinations.

18 17. The Commission was unable to secure from Defendants conciliation agreements  
 19 acceptable to the Commission.

20 18. By letters dated August 19, 2021, the Commission issued to Defendants notice that  
 21 efforts to conciliate Mr. Matthew's charges were unsuccessful and that further conciliation efforts  
 22 would be futile or non-productive.

23 19. All conditions precedent to the institution of this lawsuit have been fulfilled.

#### 24 STATEMENT OF CLAIMS

25 20. Since at least June 2018, Indigo Matthew (Matthew) has been a qualified individual  
 26 with a disability under Sections 3 and 101(8) of the ADA, 42 U.S.C. §§ 12102 and 12111(8), who  
 27 could perform the essential functions of Viewpoint's Product and Pricing Analyst position with or  
 28 without reasonable accommodation.

1           21.     Since at least June 23, 2018, Defendants have engaged in unlawful employment  
2 practices in violation of Sections 102(a) and 102(b)(5) of Title I of the ADA, 42 U.S.C. §§ 12112(a)  
3 and 12112(b)(5). Defendants discriminated against Matthew, a qualified individual with a disability,  
4 when they refused to provide accommodations during the hiring process, when they refused to hire  
5 him for a placement at Viewpoint because of his disability and/or because he would need  
6 accommodations, if hired to work at Viewpoint.

7           22.     At all relevant times, Viewpoint met some operational needs of its Portland, Oregon  
8 facility by using workers provided by staffing agency, CampusPoint.

9           23.     Matthew has profound hearing loss which substantially limits the major life activity  
10 of hearing.

11           24.     In or around July 2018, Matthew applied through CampusPoint to work as a Product  
12 and Pricing Analyst (Analyst) at Viewpoint. After a pre-screening interview, and concluding that  
13 Matthew had the requisite background, skill, and experience for the Analyst position, CampusPoint's  
14 Recruiter referred Matthew to interview with Viewpoint.

15           25.     On or around July 24, 2018, CampusPoint's Recruiter informed Viewpoint's hiring  
16 official that Matthew had a hearing impairment and could read lips one-on-one but would need an  
17 interpreter for group meetings.

18           26.     On or around July 25, 2018, Viewpoint's hiring official interviewed Matthew by  
19 phone using a Video Relay Service. At the end of the meeting, the hiring official told Matthew that  
20 he planned to recommend that Viewpoint invite him for a group interview with the team.

21           27.     Between July 24 and July 30, 2018, Defendants conferred with each other about who  
22 should absorb the cost of an ASL interpreter for Matthew. Both Defendants refused to pay for the  
23 ASL interpreter.

24           28.     After learning that Matthew is disabled and would need an ASL interpreter for the  
25 Viewpoint group interview, Defendants erroneously assumed that Matthew would need a fulltime  
26 interpreter if he was hired for the Analyst position, although Matthew did not request a fulltime  
27 interpreter as an accommodation.  
28

1           29. Defendants did not engage with Matthew in an interactive process to determine the  
2 extent to which he needed an interpreter or other reasonable accommodations for the Analyst  
3 position.

4           30. On or around July 30, 2018, Viewpoint informed CampusPoint that it had rejected  
5 Matthew's application because it could not accommodate his disability. CampusPoint acquiesced in  
6 Viewpoint's decision.

7           31. On or around August 1, 2018, CampusPoint's recruiter informed Matthew that  
8 Viewpoint had eliminated him from consideration because of his request for an interpreter for the  
9 Viewpoint group interview. Matthew objected and asked to speak to someone in CampusPoint's  
10 Human Resources department. On or around August 3, 2018, Matthew met with CampusPoint's  
11 Chief Operating Officer (COO) by phone to protest the rejection of his candidacy. During the call,  
12 he informed CampusPoint's COO about various accommodations, such as Video Relay Services,  
13 Video Remote Interpreting, voice-to-text applications, and notetakers that could be effective and  
14 reasonable accommodations that would enable him to work as an Analyst.

15           32. Defendants refused to consider the accommodations identified by Matthew and  
16 refused to reconsider the decision to reject his application.

17           33. Defendants violated Section 102(b)(5)(A) of Title I of the ADA, 42 U.S.C. §  
18 12112(b)(5)(A) by failing to provide an interpreter for Viewpoint's group interview and/or failing to  
19 provide reasonable accommodations that would have enabled Matthew to work at Viewpoint as an  
20 Analyst.

21           34. Defendants violated Section 102(b)(5)(B) of Title I of the ADA, 42 U.S.C. §  
22 12112(b)(5)(B) by denying Matthew job opportunities because he needed reasonable  
23 accommodations.

24           35. On or around July 30, 2018, Defendants failed to hire Matthew because of his  
25 disability in violation of Section 102(a) of Title I of the ADA, 42 U.S.C. § 12112(a).

26           36. The effect of the practices complained of in paragraphs 20 through 35 above have  
27 been to deprive Matthew of equal employment opportunities and otherwise adversely affect his  
28 status as an employee because of his disability.

1           37.     The unlawful employment practices complained of in paragraphs 20 through 35  
2 above were and are intentional.

3           38.     The unlawful employment practices complained of in paragraphs 20 through 35  
4 above were done with malice or with reckless indifference to Matthew's federally protected rights.

5                               PRAYER FOR RELIEF

6           Wherefore, the Commission respectfully requests that this Court:

7           A.     Grant a permanent injunction enjoining Defendants, their officers, agents, successors,  
8 assigns, and all persons in active concert or participation with them, from engaging in any  
9 employment practice which discriminates on the basis of disability.

10          B.     Order Defendants to institute and carry out policies, practices, and programs which  
11 provide equal employment opportunities for qualified individuals with disabilities, and which  
12 eradicate the effects of its past and present unlawful employment practices.

13          C.     Order Defendants to make whole Matthew by providing appropriate back pay with  
14 interest, in amounts to be determined at trial, and other affirmative relief necessary to eradicate the  
15 effects of their unlawful employment practices.

16          D.     Order Defendants to make whole Matthew by providing compensation for past and  
17 future pecuniary losses resulting from the unlawful employment practices described in  
18 paragraphs 20 through 35 above, including past and future out-of-pocket losses, in amounts to be  
19 determined at trial.

20          E.     Order Defendant to make whole Matthew by providing compensation for past and  
21 future non-pecuniary losses resulting from the unlawful practices complained of in paragraphs 20  
22 through 35 above, including emotional pain, suffering, inconvenience, loss of enjoyment of life, and  
23 humiliation, in amounts to be determined at trial.

24          F.     Order Defendants to pay Matthew punitive damages for their malicious and/or  
25 reckless conduct, as described in paragraphs 20 through 35 above, in amounts to be determined at  
26 trial.

27          H.     Grant such further relief as the Court deems necessary and proper in the public  
28 interest.

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I. Award the Commission its costs of this action.

JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

DATED this 28th day of September 2021.

ROBERTA L. STEELE  
Regional Attorney

BY: /s/ Roberta L. Steele  
Roberta L. Steele  
Regional Attorney

GWENDOLYN YOUNG REAMS  
Acting General Counsel

/s/ Damien A. Lee  
Damien A. Lee  
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Attorneys for Plaintiff EEOC



**CERTIFICATE OF SERVICE**

I hereby certify that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system.

DATED this 28th day of September, 2021

/s/ Rebecca Eaton  
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